



CITY OF DETROIT
LAW DEPARTMENT

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July 16, 2019

Emma Best
MuckRock News
DEPT MR 75930
411A Highland Ave.
Somerville, MA 02144

**RE: Freedom of Information Act Request No. A19-05162, Dated June 24, 2019
Concerning City of Detroit Records Regarding MOAs and MOUs**

Dear Requester:

This letter serves as the City of Detroit's response to the above-referenced matter. Your request was received at the City of Detroit Law Department Freedom of Information Act Section, via email, on June 24, 2019. Because your request was received by electronic transmission, pursuant to Section 5(1) of the Michigan Freedom of Information Act (the "Act"), MCL 15.235(1); it is deemed to have been received at the Law Department on the next business day, June 25, 2019. In accordance with Section 5(2)(d) of the Act, MCL 15.235(2)(d), we sent a letter extending the City's time to respond until July 17, 2019.

You request:

Copies of any Memoranda of Agreement (MOAs), Memoranda of Understanding (MOUs), memoranda of agreement or other liaison, information sharing or prisoner/detainee transfer agreements or delegations of authority with or involving Immigration and Customs Enforcement signed or otherwise put into effect between March 1, 2003 and the present. This includes but is not limited to any agreements entered into under or a result of Section 287(g) of the Immigration and Nationality Act.

Your request is granted. The record from the City of Detroit Police Department (DPD) consists of six (6) pages. Enclosed, please find one (1) copy of the same. Because the enclosed record comprises of fewer than ten (10) pages, no copying costs have been assessed.



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When contacting our office regarding this request, please include the request number listed in the subject line above. **For your information, please note that a public summary of City of Detroit FOIA procedures and guidelines is available on the City's website, www.detroitmi.gov, under "How Do I . . ." and "File".**

Very truly yours,

Kathryn M. Levasseur
Assistant Corporation Counsel
FOIA Section
(313) 237-3034
Levasseurk@detroitmi.gov

MEMORANDUM OF UNDERSTANDING

between
the
U.S. Immigration and Customs Enforcement (ICE)
and
DETROIT POLICE DEPARTMENT

I. Purpose

The above listed law enforcement agency and ICE agree that effective enforcement of the laws relating to ICE jurisdiction requires close cooperation and coordination between the two agencies, and have therefore entered into this agreement to govern the use of ICE designations by certain employees of your agency.

II. Agreement

There may be instances when it may be desirable on occasion for certain sworn law enforcement employees of your agency to be able to perform certain ICE duties. Pursuant to section 401(f), Tariff Act of 1930, as amended, (19 U.S.C. 1401(f)), the Secretary of Homeland Security or his/her designee is authorized to designate persons as Customs Officers (Excepted) who are designated to perform the duties of an ICE Officer. The designated Customs Officers will have the authority to enforce "Customs" laws. This agreement does not grant the designated Customs Officers the authority to enforce "Immigration" laws.

The forms and authorities referenced herein may be renamed or replaced by ICE without prejudice to this agreement.

The two agencies have, therefore, entered into an agreement as follows:

A. The U.S. Immigration and Customs Enforcement agrees:

1. to designate certain employees of your agency as Customs Officers (Excepted), without additional compensation, to perform the duties shown on the attached "Designation, Customs Officer" form (which is hereby made part of the agreement);
2. to provide appropriate training in Customs laws, policies, and procedures to the designated employees;
3. to issue a "Designation, Customs Officer," as described in A1 above to each qualified employee;
4. to advise your officers regarding any court proceedings that question any seizures or arrests that are made in accordance with this agreement;
6. to process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to local law officers acting pursuant to this agreement, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. 8101, et. seq.):

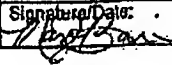
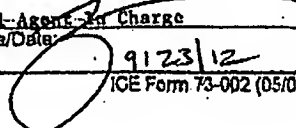
B. The above listed law enforcement agency agrees:

1. to advise ICE of each situation in which the agency proposes to use an ICE designation;
2. that ICE designations to employees of your agency will be used only in situations where there has been specific advance approval by the appropriate Special Agent in Charge or Resident Agent in Charge. Designations will be used only for the duration of the specified law enforcement activity for which the approval was extended, and to the extent of such approval.
3. that only personnel who are sworn law enforcement officers of your agency and who successfully complete the appropriate ICE cross-designation training and received a "Designation, Customs Officer" form will be granted Customs Officer status;
4. to report to ICE, in writing, the results of all activity undertaken by the designated Customs Officer as a consequence of the Customs cross designation authority;
5. to advise ICE of each court proceeding in which the validity of ICE search, seizures, or arrest authority has become an issue; and to permit ICE to provide legal memoranda or other assistance in such cases when desired by ICE.
6. to follow ICE directives and instructions that are applicable to ICE concerning ICE search, seizure, and arrest authority;
7. to return all ICE equipment and identification if issued, when a cross designated officer terminates employment for any reason.

Both agencies agree to:

1. recognize that any abuse of ICE cross designation authority may lead to the revocation of such cross designations by ICE;
2. agree to exchange implementing instructions prior to issuance; and
3. agree to schedule periodic meetings to review this agreement.

This Memorandum of Understanding is an informal agreement between government agencies. It does not create or confer any rights, privileges, or benefits for any private person or party.

Approved By Law Enforcement Agency	Approved By ICE
Name of Agency: Detroit Police	ICE Agency: HSI Detroit
Name: Mary Baritche	Name: Brian M. Moskowitz
Title: Sergeant	Title: Special Agent in Charge
Signature/Date:  12-20-11	Signature/Date:  9/23/12

ICE Form 73-002 (05/05)

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Detroit Police Department (NCIC CODE # MI8234900) and Immigration and Customs Enforcement (ICE), HSI Detroit for the purpose of the reimbursement of costs incurred by the Detroit Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE HSI Detroit, with the participation of the Detroit Police Department, and until terminated, in writing, by either party.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Detroit Police Department must submit to ICE HSI Detroit the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Detroit Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Detroit Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE HSI Detroit, at the following address: 477 Michigan Avenue, Room 1850, Detroit, Michigan, 48226, Attn: Sanford Blanton, Ph.313-226-0731

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Detroit Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

OVERTIME RATE FOR PERSONNEL

Date: 01-30-13

State or Local Agency: Detroit Police Department

The law enforcement personnel listed below are provided to assist in the State and Local Overtime ASLOT@ Program:

	<u>NAME/BADGE #</u>	<u>TITLE/RANK</u>	<u>HOURLY OT RATE</u>
1.	Rick Arslanian 2879	Police Officer	\$34.55
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

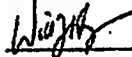
VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

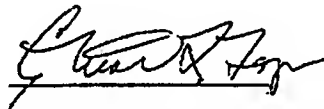
This is an internal government agreement between the ICE HSI Detroit and the Detroit Police Department, and is not intended to confer any right or benefit to any private person or party.

Signatures:



William J. Hayes SAC
ICE HSI Detroit

Date: 4/8/13



Chester Logan Chief of Police
Detroit Police Department

Date: 3-22-13